Bruce Telephone Company, Inc. TERMS AND CONDITIONS OF SERVICES

- A. SERVICE OFFERING. Bruce Telephone Company, Inc. (also referred to as "Seller"), with offices located at 101 Public Square, Bruce, MS 38915, agrees to provide the products and services ("Services") referenced in this Agreement, and as designated on the Bruce Telephone Company Service Order Agreement ("SOA"). This Agreement, entered into this 13 day of April 2015 between Calhoun County School District (later referred to as "Customer" or "Purchaser") with offices located at 119 W. Main St., Pittsboro, MS 38951 and Bruce Telephone Company, sets forth the legal rights and obligations governing Bruce Telephone Company's provisioning of and delivery of Services to Customer and Customer's use of those Services. The Service Order Agreement (SOA) is incorporated herein by reference. If any provisions of the SOA are inconsistent with this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement shall become binding and effective on the date set forth above upon execution by Seller and the Customer.
- B. <u>SUBMISSION OF SOA FORMS.</u> To order any Service, Customer must submit a signed Service Order Agreement requesting Service, unless otherwise agreed in writing. The SOA form and its backup detail must include a description of the Service, the nonrecurring charges and monthly recurring charges for Service and any applicable Service Term.
- C. <u>TERMS.</u> The initial Service term shall be as set forth on the SOA (as specified, the "Initial Term" or "Term") If no Initial Term is set forth, the term of this Agreement in month-to-month. If Customer of Seller does not cancel the Agreement by giving a written notice at least 30 days before the end of the Term, this Agreement will automatically renew for a similar term and at the rates specified in the SOA (unless otherwise stated in the notice) and pursuant to the Terms and Conditions. If Customer chooses to take Services for a minimum term and Customer cancels service before the end of the Term, Customer shall be subject to various early termination charges, as further explained herein.
- D. <u>RATES.</u> The rates for Services shall be set forth in the SOA and shall be valid for the Initial Term, and any automatic renewals, as referenced in section "C" of the Terms and Conditions, subject to any applicable regulatory approvals.
- E. <u>RIGHT TO MAKE SERVICE CHANGE</u>. Bruce Telephone Company retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which Bruce Telephone Company provides Services to Customer, as well as to change, add to or delete Service offerings with appropriate notice to Customer.
- PAYMENT. Customer shall pay Bruce Telephone Company for Services pursuant to this Agreement. Customer agrees to pay the applicable non-recurring, monthly recurring and early termination charges. Installation and termination charges are non-refundable. Regular billing for the Services will begin on the Service Commencement Date (as defined below). Thereafter, invoices will be generated monthly for the specified period of Service and are due upon receipt. Receipt shall be presumed within 3 days after mailing. Monthly recurring charges will be billed in advance. Invoices will include, but not limited to, that period's recurring and non-recurring charges. Customer agrees that any additional Services requested (including but not limited to an upgrade or relocation of Customer's circuit(s) will result in additional fees and charges, and Customer agrees to pay these fees and charges when invoiced. Invoices not paid within 30 days after receipt, unless otherwise specified on the invoice, will be past due and subject to a 1.5% per month interest fee or the maximum rate permitted by law, whichever is less, on all past-due balances. Customer agrees to reimburse Bruce Telephone Company for any costs incurred as a result of any collection activity, including but not limited to reasonable attorneys' fees. Customer authorizes Bruce Telephone Company to request information from a reporting agency to enable Bruce Telephone Company to access Customer's credit history, that such action is not the extension of "credit" to Customer, and that Bruce Telephone Company may alter any Service or billing arrangements as a result, upon notice to Customer. In addition, Customer acknowledges that Bruce Telephone Company may require Customer to submit a deposit,

bond or other financial assurances to Bruce Telephone Company, equal to two months of service and applicable Installation fees, if so requested Bruce Telephone Company. The deposit will be held by Bruce Telephone Company as security for payment of Customer's charges. If Customer is in default or when Service to Customer is terminated, the amount of the deposit will be credited to Customer's account (including costs of collection and reasonable attorney's fees); any remaining credit balance will be refunded after Service is terminated.

- G. <u>ALLOWANCE FOR SERVICE INTERRUPTION.</u> A "Service Interruption" is defined, for the purposes of this Agreement, as a failure of the Service which renders such Service unusable by Customer. In the case of a Service Interruption, Customer shall be entitled to receive, as its sole remedy, a credit allowance for the period of Service Interruption as follows:
 - (A) For Service Interruptions of greater than 3 hours, Customer shall be credited at the rate of 1/1440 of the monthly base price recurring rate or charge (as specified in the Service Order Agreement) applicable to the Service which is subject to the Service Interruption for each half-hour or Major Fraction thereof that a Service Interruption continues; provided, however, that the maximum credit for all Service Interruptions during a one-month period shall not exceed the monthly base price recurring rates and charges due Seller from Customer for the subject Service. A Major Fraction of a half-hour shall be any period longer than 15 minutes but less than 30 minutes. Each Service Interruption is to be measured from the time a verifiable notification has been made to Seller by Customer, until the time of restoration thereof.
 - (B) When capacity provide by the Seller includes more than one communication path or Service, the Service Interruption allowance applies only to the path interrupted.
 - Of the negligence or willful act or omission of Customer, its employees, agents, contactors, or any customer of Purchaser/Customer who ties into, has equipment at, or otherwise accesses any point of presence or other facility of Seller; the improper use of the Service by Customer, its employees, agents, or contractors or any Customer's On-Site customers; the installation or removal of equipment of Customer located on premises owned or operated by Seller: the malfunction or failure to meet any applicable technical specifications of any premises, circuits, facilities or equipment used or provided by Customer or Customer's employees, agents or contractors or any Customer's On-Site customers; maintenance or testing; or any Force Majeure as defined in Section "O", except to the extent Customer paid the amount that otherwise would have been a credit to Customer, pursuant to this Section. Additionally, no credit allowance shall be given as to any and all Off-Net Service interruptions. For purposes of this agreement, "Off-Net Services" shall be defines as: Traffic that originates from or terminates to any location that is not on the Bruce Telephone Company and is not controlled by or owned by Bruce Telephone Company.
 - (D) Customer must orally report a Service Interruption within three (3) hours of the initial occurrence and Customer must provide written notice of said outage within ten (10) business days of the occurrence before any credits are issued.
 - (E) Customer shall be entitled to a credit against those monthly recurring charges set forth in the "Service Order Agreement" and will be determined in accordance with the formula below:

OUTAGE CREDIT= (HOURS OF OUTAGE- 3HOURS) X EQUIVALENT MONTHLY PRICE OF AFFECTED CAPACITY

1440 HOURS

H. <u>CUSTOMERS PROVIDED EQUIPMENT AND POINT OF DEMARCATION.</u> Bruce Telephone Company may install certain Customer-provided communications equipment upon installation of Service, but Bruce Telephone Company shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. Bruce Telephone Company undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other customer-provided equipment used for access to or the exchange of traffic in connection with the Service. <u>Bruce Telephone</u>

Company's responsibility for the service physically ends at the Network Interface Device ("NID") on the exterior of the Customer's premise(s).

- SERVICE COMMENCEMENT DATE. Bruce Telephone Company will notify Customer that the Services are 1. installed or connected and available for use. The date of such notice shall be the "Service Commencement Date". Billing will begin 5 days after the Service Commencement Date or the day the customer accepts service, whichever comes first, unless Customer delivers written notice to Bruce Telephone Company within such 5 day period that the Service is not installed in accordance with the SOA and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. The parties may mutually agree upon a substitute a Service Commencement Date. If customer notifies Bruce Telephone Company in writing that it is not prepared to utilize the Services of facility after Bruce Telephone Company has notified the Customer that the requested Service or facility is ready for use, Bruce Telephone Company may begin billing the Customer 5 days after the Service Commencement Date. Bruce Telephone Company may bill Customer for any costs it has incurred in provisioning the Services. Customer may not cancel this Agreement if there is a delay in installation related to the Services unless such delay is solely due to Bruce Telephone Company and such delay is longer than 60 days beyond the parties agreed Service Commencement Date; provided however, in no event may Customer cancel if Bruce Telephone Company has agreed to construct or is constructing Communication Facilities to provide Service to Customer. Customer's remedy for delay in installation by Bruce Telephone Company is set forth in Section L of this Agreement.
- J. <u>DISPUTED INVOICES.</u> If customer reasonably disputes any portion of a Bruce Telephone Company invoice, Customer must pay the undisputed portion of the invoice and submit a written claim for the disputed amount. All claims must be submitted to Bruce Telephone Company within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute within such sixty (60) day period.
- K. <u>DISCONTINUANCE OF SOA BY BRUCE TELEPHONE COMPANY.</u> Bruce Telephone Company may terminate any SOA and discontinue Service without liability if:
 - (A) Customer fails to pay a past due balance for Service (other than amounts reasonably disputed under Section "J") within ten (10) business days after written notice from Bruce Telephone Company respecting charges invoiced in arrears, or within ten (10) business days after written notice from Bruce Telephone Company respecting charges invoiced in advance;
 - (B) Customer violates any law, rule, regulation or policy of any government authority related to Service; if Customer makes a material misrepresentation to Bruce Telephone Company in connection with the ordering or delivery of Service; if Customer's Service is delivered by Bruce Telephone Company within a third party collocation facility and Bruce Telephone Company's right to provide Service therein is terminated; if Customer engages in any fraudulent use of Service; or if a court or other government authority prohibits Bruce Telephone Company from furnishing Service or;
 - (C) If Customer files bankruptcy, for reorganization, or fails to discharge an involuntary petition therefore within sixty (60) days.
- L. <u>DISCONTINUANCE OF SOA BY CUSTOMER.</u> If Bruce Telephone Company's installation of Service is delated for more than thirty (30) business days beyond the Customer Commit Date for reasons other than an Excused Outage. An Excused Outage is defined as an outage that occurs as a result of force majeure as set forth in Section O or network maintenance as set forth in Section R of this Agreement. Customer may terminate and discontinue the affected Service upon written notice to Bruce Telephone Company and without payment of any applicable termination charge; provided such written notice is delivered prior to Bruce Telephone Company delivering to Customer the Connection Notice for the affected Service. Early termination of the SOA by Customer will result in a cancellation fee equal to 100% of the remaining monthly recurring charges that otherwise would have been payable pursuant to the SOA for the unexpired portion of said term, said sum being not a penalty, but being Seller's liquidated damages resulting from said cancellation.

- M. <u>PUBLICITY.</u> Neither party shall have the right to use the other party's or its affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in marketing, promotional or advertising materials or activities. Neither party shall issue any publication or press release relating to any contractual relationship between Bruce Telephone Company and Customer; except as may be required by law or agreed between the parties.
- N. <u>DISCLOSURE OF CUSTOMER INFORMATION.</u> Bruce Telephone Company reserves the right to provide any Customer or potential customer bound by a nondisclosure agreement access to a list of Bruce Telephone Company' customers and an overview of Services purchased by such customers. Customer hereby consents to such disclosure; including the listing of Customer's name and Service purchased by Customer (financial terms relation to the purchase shall not be disclosed).
- O. <u>FORCE MAJEURE.</u> Neither party shall be in default under this Agreement for any of the following conditions; act of God; fire; flood; fiber cut, material shortages or unavailable or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulation or restriction (collectively, "Regulations"); war, terrorism or civil disorder; failure of a third party to grant a required right-of-way permit, easement, or other required authorization for use of the intended right-of-way, or any other cause beyond the commercially reasonable control. In the event Bruce Telephone Company in unable to deliver Service as a result of force majeure, Customer shall not be obligated to pay Bruce Telephone Company for the affected Service for so long as Bruce Telephone Company is unable to deliver; provided, however, that eh Service Term of such Service shall be extended for the period of time that Customer was not required to pay for the affected Service.
- P. <u>ASSIGNMENT AND RESALE.</u> Customer may not assign, sale or transfer its rights and obligations under this Agreement without the express prior written consent of Bruce Telephone Company, which will not be unreasonably withheld. Any assignment in derogation of the foregoing sentence is null and void. The terms of this Agreement, including any applicable SOAs, shall apply to any permitted transferees or assignees. Customer shall remain liable for the payment of all charges due under each SOA. Customer may resell the Service to third party "end users" and Customer hereby agrees to indemnify. Defend and hold Bruce Telephone Company harmless from claims made against Bruce Telephone Company by such end users.
- Q. <u>SERVICES FROM OTHERS.</u> Where necessary, for the interconnection of Bruce Telephone Company Private Line Service with services provided by others; Customer will provide Bruce Telephone Company with circuit facility assignment information (CFA), firm order commitment (FOC) information and the design layout records necessary to enable Bruce Telephone Company to make the necessary cross-connection between the Bruce Telephone Company Private Line Service and Customer's designated carrier. Any delay by Customer in providing such information to Bruce Telephone Company may delay Bruce Telephone Company's provision of the necessary cross-connection. Notwithstanding any such delay in the provision of the cross-connection, billing for the Bruce Telephone Company Private Line Service shall commence on the Service Commencement Date as provided in Section 3.1 Bruce Telephone Company may charge Customer non-recurring and monthly recurring cross-connect fees to make such connection.
- R. <u>NETWORK MAINTENANCE</u>. Regularly scheduled network maintenance and network upgrades that can effect or temporarily impair the Service, will be scheduled between 11:00PM and 6:00AM Central Standard Time. Bruce Telephone Company will notify Customer 48 hours in advance of all regularly scheduled maintenance. Bruce Telephone Company indemnifies itself and makes no claims regarding emergency maintenance or regularly scheduled maintenance applied by any third party or to any off-net portion of the Service.
- DEFAULT/TERMINATION. Except as otherwise required by law, if, after the Service Commencement Date, Customer;
- (A) Fails to pay any amount required under this Agreement when due and such failure continues for ten (10) days after written notice to Customer that the same is due and payable;

- (B) Fails to comply with any other provision of this Agreement and such noncompliance continues for ten (10) days after written notice to Customer thereof or;
- (C) Customer cancels or terminates Service at any time before completion of the Initial Term or any Renewal Term, then Bruce Telephone Company may elect to pursue one or more of the following courses of action, as applicable:
 - Terminate Customer's Service, whereupon all nonrecurring and recurring charges for the remaining term are immediately due and payable,
 - (ii) Take immediate appropriate action to enforce payment, including suspension or discontinuance of all or any part of the Services, and/or;
 - (iii) Pursue any other remedies as may be provided at law or in equity. In addition to any other rights and remedies Bruce Telephone Company may have, Customer agrees that if Customer cancels, terminates, or breaches this Agreement after execution of the Agreement but prior to the Service Commencement Date, except as termination is permitted in Sections P and Q, Customer shall pay Bruce Telephone Company an early termination charge of 100% of the remaining monthly recurring charges set forth in the SOA, along with all nonrecurring charges. Any termination of the Services or this Agreement by Bruce Telephone Company shall not be construed as an exclusive remedy and shall not preclude or waive Bruce Telephone Company's right to pursue any other available remedies. It is agreed that Bruce Telephone Company's damages in the event of Service cancellation or termination shall be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of such event and are not intended as a penalty.
- T. <u>DISCLAIMER OF WARRANTIES.</u> Bruce Telephone Company makes no representations or warranties, whether express, implied, or statutory, regarding the Services, system equipment, or Bruce Telephone Company owned or provided equipment used by the customer, including any equipment with respect to which title may transfer to customer. This includes, but is not limited to, any implied warranties of merchantability or fitness of the service or equipment for a particular purpose and non-infringement of any third-party rights.
- U. <u>LIMITATION OF LIABILITY</u>. With respect to claims or suits by Customer, or any others, for damages relating to or arising out of acts or omissions under this agreement and/or services provided hereunder, Bruce Telephone Company's liability for service interruptions or problems, if any, shall be limited to credit allowances as expressly set forth in the terms and conditions. Bruce Telephone Company shall not be liable for any losses or damages resulting from:
 - (A) The delivery, installation, maintenance, operation, use or misuse of an account, equipment, or service
 - (B) ... Any act or omission of Customer, or its end users or agents, or any other entity furnishing equipment, products, or services to Customer
 - (C) Any personal or property damages due to the loss of stored, transmitted, or recorded data resulting from the Service or the equipment, even if Bruce Telephone Company has been advised of the possibility of such damage. The only exception shall be to the extent property damage to Customers' premises is caused due to Bruce Telephone Company's gross negligence or willful misconduct, provided, however, in no event shall Bruce Telephone Company's liability for direct damages be greater than the sum total of payments made by Customer to Bruce Telephone Company during the three months immediately preceding the event for which damages are claimed, but in no event to exceed \$5,000. In no event shall either party be liable for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages for the loss of data, goodwill or profits, savings or revenue, or harm to business, whether under contract, tort (including negligence), strict liability, or any cause whatsoever.
- V. <u>INDEMNIFICATION</u>. Each party shall indemnify the other from any claim by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury, or death caused by such party's negligence or willful misconduct. Customer agrees to indemnify Bruce Telephone Company, and its officers, directors employees, agents, affiliates, and suppliers harmless form and against any claims, actions,

demands, losses and damages, including attorney's fees, relating to any violation of this Agreement or related omissions by Customer, its end users, or other users of its account, or the placement or transmission of any message, information, software, materials or other transmission of any type by Customer or end users of Customer's account. This indemnification shall survive the termination of the Agreement.

W. <u>COMPLETE AGREEMENT/ADDITIONAL TERMS</u>. This Agreement represents the complete agreement and understanding of the parties with respect to the Services and any related matters, and supersedes all other agreements whether written or oral, including but not limited to, any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof. The failure of Bruce Telephone Company to give notice of default or to enforce or insist upon compliance with any of the terms and conditions of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term and condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified in writing by authorized representatives of the parties. This Agreement shall be governed by the substantive law of the State of Mississippi.

Customer: Calhoun County School District

Signed: Truke Moore

Print Name: MIKE MOOPE

Title: Supt. of Education

Date: 4-13-2015

Business Address: 119 W. Main St.

Pittsboro, MS 38951

Phone: 662-412-3152

Bruce Telephone Company, Inc.

Signed:

Print Name: Mh3taL, Hexande

Title: In-House Counsel

Date: 4 | 4 | 13

Business Address: 101 Public Square. Bruce, MS 38915

Phone: 662-983-4343



Customer: Calhoun County School District

Customer Account #: t/b/d

Customer Contract #: 20150401

Customer Contact: Brad Skinner

Customer Contact Email: bskinner@calhoun.k12.ms.us

Customer Contact Phone: 662-412-3152

In Service Date: 7/1/15

Service Request	Service Type	Service Bandwidth
New ☐ Move/Add/Change ☐ Disconnect ☐ Expedite ☐ Other	X Ethernet □ IP DIA □ Transport Note: Layer 2/Ethernet service only. No Internet access provided.	□ 100 Mbps ☒ 1 Gbps □ 10 Gbps

Location A	Location Z
Bruce Telephone Company Central Office	Bruce Elementary School
106 Creekmore Dr.	136 S. McSweyn Place
Bruce, MS 38915	Bruce, Mississippi 38915



Customer: Calhoun County School District

Customer Account #: t/b/d

Customer Contract #: 20150401

Customer Contact: Brad Skinner

Customer Contact Email: bskinner@calhoun.k12.ms.us

Customer Contact Phone: 662-412-3152

In Service Date: 7/1/15

Service Request	Service Type	Service Bandwidth
New Move/Add/Change Disconnect Expedite Other	X Ethernet □ IP DIA □ Transport Note: Layer 2/Ethernet service only. No Internet access provided.	□ 100 Mbps X 1 Gbps □ 10 Gbps

Location A	Location Z
Bruce Telephone Company Central Office	Bruce High School
106 Creekmore Dr.	430 East Countiss St.
Bruce, MS 38915	Bruce, Mississippi 38915



SERVICE ORDER AGREEMENT

This Service Order Agreement ("SOA") by and between <u>Calhoun County School District</u> (hereinafter "Customer") and Bruce Telephone Company (hereinafter "Provider") with business addresses specified on the Master Agreement, is for the provision of the services stated herein.

SERVICE, TERM, AND RATES: Provider agrees to provide and Customer agrees to accept the services described in the Service Description below (the "Service"), beginning on the date that Provider notifies Customer that the Service is installed or connected and available for use (the "Service Commencement Date") at the rates contained below and complies with all the terms and conditions in the Terms and Conditions of Services Agreement which are fully incorporate herein. Should any of the terms of this SOA be inconsistent with the Terms and Conditions of Services, then the Terms and Conditions of Services shall prevail.

Service Description	Circuit MRC	Installation Description	Circuit NRC
1 Gbps Ethernet	\$600	Waived with contract	\$0

Total MRC for Services	\$600	Total NRC Install	\$0
Monthly Recurring Char	ge (MRC)	Non-Recurring Char	rge (NRC)

WITNESS HEREOF, the parties represent that their respective signatories have full authority to approve and bind it to the terms and conditions herein and have executed this Service Order Agreement to be effective on the date that it is accepted by Bruce Telephone Company, as written below. By Signing this Service Order Agreement, Customer agrees to pay all charges to Bruce Telephone Company, including any federal, state, county, local, use, excise, sales, privilege taxes, duties, universal service funds, or similar liabilities by the due date, unless customer provides a valid exemption from any of the aforementioned taxes and/or fees listed above.

BRUCE TELEPHONE COMPANY:

By: CCSD

Name: Mist L. Alexander

Title: Supt. of Education Title: In-Horse Counsel

Date: 4-13-2015

Date: 4 14 15



SERVICE ORDER AGREEMENT

This Service Order Agreement ("SOA") by and between <u>Calhoun County School District</u> (hereinafter "Customer") and Bruce Telephone Company (hereinafter "Provider") with business addresses specified on the Master Agreement, is for the provision of the services stated herein.

SERVICE, TERM, AND RATES: Provider agrees to provide and Customer agrees to accept the services described in the Service Description below (the "Service"), beginning on the date that Provider notifies Customer that the Service is installed or connected and available for use (the "Service Commencement Date") at the rates contained below and complies with all the terms and conditions in the Terms and Conditions of Services Agreement which are fully incorporate herein. Should any of the terms of this SOA be inconsistent with the Terms and Conditions of Services, then the Terms and Conditions of Services shall prevail.

Service Description	Circuit MRC	Installation Description	Circuit NRC
1 Gbps Ethernet	\$600	Waived with contract	\$0

Total MRC for Services	\$600	Total NRC Install	\$0
Monthly Recurring Char	ge (MRC)	Non-Recurring Char	ge (NRC)

WITNESS HEREOF, the parties represent that their respective signatories have full authority to approve and bind it to the terms and conditions herein and have executed this Service Order Agreement to be effective on the date that it is accepted by Bruce Telephone Company, as written below. By Signing this Service Order Agreement, Customer agrees to pay all charges to Bruce Telephone Company, including any federal, state, county, local, use, excise, sales, privilege taxes, duties, universal service funds, or similar liabilities by the due date, unless customer provides a valid exemption from any of the aforementioned taxes and/or fees listed above.

BRUCE TELEPHONE COMPANY:

By: CCSD

Name: My: Laler

Name: Christe L. Alexander

Title: Dupt. of Education

Date: 4-13-2015

Date: 4-14-15



Customer: Calhoun County School District

Customer Account #: t/b/d

Customer Contract #: 20150401

Customer Contact: Brad Skinner

Customer Contact Email: bskinner@calhoun.k12.ms.us

Customer Contact Phone: 662-412-3152

In Service Date: 7/1/15

Service Request	Service Type	Service Bandwidth
X New ☐ Move/Add/Change ☐ Disconnect ☐ Expedite ☐ Other	X Ethernet □ IP DIA □ Transport Note: Layer 2/Ethernet service only. No Internet access provided.	□ 100 Mbps ※ 1 Gbps □ 10 Gbps

Location A	Location Z
Bruce Telephone Company Central Office	Bruce Middle School
106 Creekmore Dr.	212 N. McSweyn St.
Bruce, MS 38915	Bruce, Mississippi 38915



CUSTOMER:

SERVICE ORDER AGREEMENT

This Service Order Agreement ("SOA") by and between Calhoun County School District (hereinafter "Customer") and Bruce Telephone Company (hereinafter "Provider") with business addresses specified on the Master Agreement, is for the provision of the services stated herein.

SERVICE, TERM, AND RATES: Provider agrees to provide and Customer agrees to accept the services described in the Service Description below (the "Service"), beginning on the date that Provider notifies Customer that the Service is installed or connected and available for use (the "Service Commencement Date") at the rates contained below and complies with all the terms and conditions in the Terms and Conditions of Services Agreement which are fully incorporate herein. Should any of the terms of this SOA be inconsistent with the Terms and Conditions of Services, then the Terms and Conditions of Services shall prevail.

Service Description	Circuit MRC	Installation Description	Circuit NRC
1 Gbps Ethernet §	\$600	Waived with contract	\$0

Total MRC for Services	\$600	Total NRC Install	\$0
Monthly Recurring Char	ge (MRC)	Non-Recurring Char	ge (NRC)

WITNESS HEREOF, the parties represent that their respective signatories have full authority to approve and bind it to the terms and conditions herein and have executed this Service Order Agreement to be effective on the date that it is accepted by Bruce Telephone Company, as written below. By Signing this Service Order Agreement, Customer agrees to pay all charges to Bruce Telephone Company, including any federal, state, county, local, use, excise, sales, privilege taxes, duties, universal service funds, or similar liabilities by the due date, unless customer provides a valid exemption from any of the aforementioned taxes and/or fees listed above.

BRUCE TELEPHONE COMPANY: Date:



Customer: Calhoun County School District

Customer Account #: t/b/d

Customer Contract #: 20150401

Customer Contact: Brad Skinner

Customer Contact Email: bskinner@calhoun.k12.ms.us

Customer Contact Phone: 662-412-3152

In Service Date: 7/1/15

Service Request	Service Type	Service Bandwidth
New ☐ Move/Add/Change ☐ Disconnect ☐ Expedite ☐ Other		□ 100 Mbps □ 1 Gbps ☑ 10 Gbps

Location A	Location Z
Bruce Telephone Company Central Office	Calhoun County School District Office
106 Creekmore Dr.	119 W. Main St
Bruce, MS 38915	Pittsboro, Mississippi 38951



SERVICE ORDER AGREEMENT

This Service Order Agreement ("SOA") by and between <u>Calhoun County School District</u> (hereinafter "Customer") and Bruce Telephone Company (hereinafter "Provider") with business addresses specified on the Master Agreement, is for the provision of the services stated herein.

SERVICE, TERM, AND RATES: Provider agrees to provide and Customer agrees to accept the services described in the Service Description below (the "Service"), beginning on the date that Provider notifies Customer that the Service is installed or connected and available for use (the "Service Commencement Date") at the rates contained below and complies with all the terms and conditions in the Terms and Conditions of Services Agreement which are fully incorporate herein. Should any of the terms of this SOA be inconsistent with the Terms and Conditions of Services, then the Terms and Conditions of Services shall prevail.

NOTE: Calhoun County School district will purchase and receive title to (upon payment) an Adtran TA 5004 system capable of delivering 10GbE service. This system will be located in Calhoun County Schools District office in Pittsboro Mississippi.

Service Description	Circuit MRC	Installation Description	Circuit NRC
10 Gbps Ethernet	\$950	Purchase of 10GbE	\$32,000
Point-to-Multipoint		Equipment by Calhoun	452,000
		Co. School Dist.	

Total MRC for Services \$950 Total NRC Install \$32,000

Monthly Recurring Charge (MRC)

Non-Recurring Charge (NRC)

WITNESS HEREOF, the parties represent that their respective signatories have full authority to approve and bind it to the terms and conditions herein and have executed this Service Order Agreement to be effective on the date that it is accepted by Bruce Telephone Company, as written below. By Signing this Service Order Agreement, Customer agrees to pay all charges to Bruce Telephone Company, including any federal, state, county, local, use, excise, sales, privilege taxes, duties, universal service funds, or similar liabilities by the due date, unless customer provides a valid exemption from any of the aforementioned taxes and/or fees listed above.

CUSTOMER:	BRUCE TELEPHONE COMPANY:
By: CCSD	By: Kally and
Name: mike moore	Name: Christa L. Alexander
Title: Supt of Education	Title: In - House Coursel
Date: 4-13-2015	Date: 4 14 15